

BILL NO. S-74-09-21

SPECIAL ORDINANCE NO. S- 161-74

AN ORDINANCE approving contracts for the
remodeling of the Water Construction
Building on Wallace Street

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. Certain contracts between the City of Fort Wayne, by and
through its Mayor and the Board of Public Works, as follows:

LAUER CONSTRUCTION COMPANY - Dated August 30, 1974	
General Construction - Remodeling of City Utilities	
Water Construction Building	\$71,192.00
R & A ELECTRIC, INC. - Dated August 30, 1974	
Electrical Construction - Remodeling of City	
Utilities Water Construction Building	\$ 8,585.00
R & A PLUMBING, INC. - Dated August 30, 1974	
Plumbing, Heating, Ventilating and air	
conditioning - Remodeling of City Utilities	
Water Construction Building	<u>\$17,618.00</u>
	\$97,395.00

for a total cost of \$97,395.00, all as more particularly set forth in said Contracts
which are on file in the Office of the Board of Public Works, and are by
reference incorporated herein and made a part hereof, are hereby in all things
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: _____

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

Passed (~~LAST~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	<u>X</u>
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: _____

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. A-161-74 on the 8th day of October, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of October, 1974, at the hour of 4 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of October, 1974, at the hour of 3:30 o'clock P. M., E.S.T.

Sam H. Leroy
MAYOR

Bill No.

S. 74-09-21.

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving contracts for the remodeling of the Water Construction Building
on Wallace Street

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

Charles W. Westerman, Jr

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 10-8-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

September 3, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:


It has been deemed advisable to remodel the Water Construction Building at 415 East Wallace. Bids have been taken and contracts awarded as follows:

General Construction-Lauer Construction Company	\$71,192.00
Electrical Construction-R&A Electric, Inc.	8,585.00
Heating, Ventilating & Air- Conditioning & Plumbing-R&A Plumbing, Inc.	<u>17,618.00</u>
	\$97,395.00

Due to the spiraling costs of materials, the contractors have asked permission to place orders with their vendors.

The Board, therefore, requests "Prior Approval" of the above expenditures by the Water Utility.

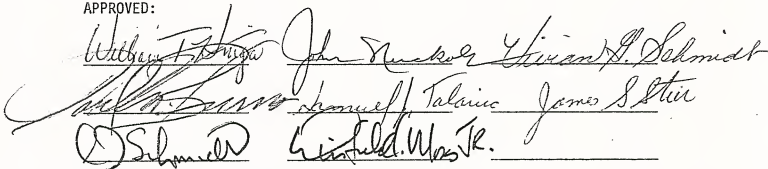
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachments

APPROVED:


Members of the Common Council: William F. B. [unclear], John [unclear], Vivian L. Schmidt, [unclear], [unclear], Talma [unclear], James S. [unclear], [unclear], [unclear].

MEMBERS OF THE COMMON COUNCIL

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this 30th day of August in the year of Nineteen
Hundred and Seventy-four (1974)

BETWEEN the Owner: CITY OF FORT WAYNE WATER UTILITY
 THROUGH THE BOARD OF PUBLIC WORKS

and the Contractor: Lauer Construction Company

the Project: Remodeling of the City Utilities Water Construction Building
 415 E. Wallace Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The Remodeling of the City Utilities Water Construction Building

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on September 15, 1974

and completed by December 15, 1974

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Seventy-One Thousand One Hundred Ninety-two Dollars and no hundredths Dollars (\$71,192.00)**

(State here the lump sum amount, unit prices, or both, as desired.)

The above price includes

Base Bid	\$ 67,032.00
Bond	680.00
Concrete block painted in lieu of ceramic tile walls in Bathroom #112, and Washroom #113 and concrete block back- up for ceramic tile in Shower Room #114	280.00
Alternate #9	3,200.00
	<hr/>
	\$ 71,192.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **first** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the **ten (10)** days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor **thirty (30)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.

Sheet A-1 First Floor Plan

Sheet A-2 Basement Plan

Sheet A-3 Room Finish Schedule, Interior Electrical Schedule,
Door Schedule

Specifications Titled - Remodeling of the City Utilities
Water Construction Building


All of the above are enumerated with Architects' Commission Number 7416

Insurance Certificates
Bond


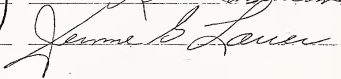
Lauer Construction Company as General Contractor agrees to coordinate the work of R & A Electric, Inc. for electrical construction and R & A Plumbing, Inc. for heating, ventilating and air conditioning and plumbing.

This Agreement executed the day and year first written above.

OWNER


Chairman, BOARD OF PUBLIC WORKS

CONTRACTOR

THE AMERICAN INSTITUTE OF ARCHITECTS



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AGREEMENT

made this 30th day of August in the year of Nineteen
Hundred and Seventy-four (1974)

BETWEEN the Owner: CITY OF FORT WAYNE WATER UTILITY
 THROUGH THE BOARD OF PUBLIC WORKS

and the Contractor: R & A Electric, Inc.

the Project: Remodeling of the City Utilities Water Construction
 Building, 415 E. Wallace Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

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ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The Remodeling of the City Utilities Water Construction Building

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced by September 15, 1974

and completed by December 15, 1974

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Eight Thousand Five Hundred Eighty-five Dollars and no hundredths (\$8,585.00) (Electrical)**

(State here the lump sum amount, unit prices, or both, as desired.)

The above price includes

Electrical

Base Bid	\$ 8,500.00
Performance Bond	<u>85.00</u>
Total	\$ 8,585.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **first** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the **ten (10)** days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor **thirty (30)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

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Sheet A-2 Basement Plan

Sheet A-3 Room Finish Schedule, Interior Electrical Schedule,
Door Schedule


Specifications Titled - Remodeling of the City Utilities
Water Construction Building

All of the above are enumerated with Architects' Commission Number 7416


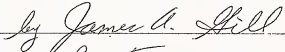
Insurance Certificates
Bond

This Agreement executed the day and year first written above.

OWNER


Chairman, BOARD OF PUBLIC WORKS

CONTRACTOR


by 
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



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BETWEEN the Owner: CITY OF FORT WAYNE WATER UTILITY
 THROUGH THE BOARD OF PUBLIC WORKS

and the Contractor: R & A Plumbing, Inc.

the Project: Remodeling of the City Utilities Water Construction
 Building, 415 E. Wallace Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.

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and completed by December 15, 1974

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

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CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Seventeen Thousand Six Hundred Eighteen Dollars and no hundredths (\$17,618.00) (Plumbing)**

(State here the lump sum amount, unit prices, or both, as desired)

The above price includes:

Base Bids	Plumbing,	\$ 6,660.00
	Heating, Ventilating & Air Conditioning	10,784.00
	Performance Bond	<u>174.00</u>
Total		\$ 17,618.00

ARTICLE 5

PROGRESS PAYMENTS

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Specifications Titled - Remodeling of the City Utilities
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All of the above are enumerated with Architects' Commission Number 7416


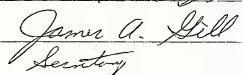
Insurance Certificates
Bond

This Agreement executed the day and year first written above.

OWNER


Chairman, BOARD OF PUBLIC WORKS

CONTRACTOR



Secretary

August 22, 1974

Board of Works
City of Fort Wayne
City-County Building
Fort Wayne, Indiana

Gentlemen:

After advertising for bids on the remodeling of the building at 415 E. Wallace Street (formerly occupied by Ohio Plate Glass Company), the following six contractors expressed enough interest in the project to pick up the bid package:

Lauer Construction Company
Hawk Construction Company
C. A. Lehman & Sons, Inc.
Paul B. Nixon Company
C. & H. Contractors
A. M. Tilbury, Inc.

Of the above, one, Lauer Construction Company, submitted a bid. His bid was as follows:

General Construction plus selected alternates	\$ 71,192.00
Electrical Construction plus selected alternates	10,412.00
Heating, Ventilating & Air Conditioning Construction	12,575.00
Plumbing Construction plus selected alternates	<u>9,156.00</u>

Project Total \$ 103,335.00

In discussions with Lauer Construction, we expressed our concern over the excessive amounts of his subcontractors' bids. Mr. Lauer then offered to allow us to contract directly with the three subcontractors, thus allowing us to reduce these contracts by the 10% he added on to each subcontractors' bid.

Under separate contracts, the bids would be as follows:

General Construction (Lauer Construction)	\$ 71,192.00
Electrical Construction (Hamilton Electric)	9,522.00
Heating, Ventilating & Air Conditioning (Reim Plumbing & Heating)	11,415.00
Plumbing (Reim Plumbing & Heating)	<u>8,331.00</u>

Project Total \$ 100,460.00

This second method of awarding bids would result in a \$2,875.00 savings in the remodeling costs of the building.

One other bid was received from R & A, Inc. on each the electrical, the heating, ventilating, and air conditioning, and the plumbing. Originally, it was R & A's intention to bid with one of the other general contractors who did not submit a bid. For some reason, they did not wish to be a subcontractor of Lauer Construction. Since they had no general contractor with which to submit their bid, they submitted it individually. Although their bid was not opened at the public bid opening because of it not being part of a general contractor's bid, it was submitted privately the same day as the opening.

R & A representatives were not in attendance at the bid opening (and neither were any other mechanical/electrical/HEVAC subcontractors) and, therefore, did not have access to other mechanical/electrical/HEVAC bid prices. Even if knowledge of mechanical/electrical/HEVAC sub-bids would have been available, it would have been of little help on a "competitive-bid" basis, since mechanical/electrical/HEVAC sub-bids were requested on the basis of the contractor's system design, and we are making our choice on the basis of the best system for the money.

R & A's bids were as follows:

Electrical	\$ 8,585.00
Heating, Ventilating & Air Conditioning	10,891.00
Plumbing	<u>6,726.00</u>
Total	\$ 26,202

Plumbing systems included in R & A's and Reim's bids are basically similar. The heating, ventilating, and air conditioning bids differ as follows:

	<u>R & A's bid</u>	<u>REIM'S bid</u>
<u>Tonnage</u>	1 - 5 ton gas fired combination unit on roof	1 - 15 ton gas fired combination heating and cooling unit on roof
	2 - 4 ton gas fired combination units on roof	
	1 - 96 MBH unit for heating only	
<u>Zones</u>	3 cooling zones	1 heating zone
	4 heating zones	1 cooling zone

Reim concedes that 11 tons are what is required to cool the areas specified. They went to the 15 ton unit because it was the lowest tonnage unit that fulfilled the 11 ton requirement.

The electrical bids differ in the fact that R & A has the electrical included to hook up the electrical for four heating and cooling units and Hamilton, only one unit.

Review should be made to assure that the bid process described above is compatible with duly established legal procedures for Board of Works authorization of public works contracts on behalf of City Utilities.

Assuming bid procedures are in order, I strongly favor and recommend the following R & A electrical, heating, air conditioning and plumbing systems as the best for the money.

General Construction (Lauer Construction)	\$ 71,192.00
Electrical Construction (R & A)	8,585.00
Heating, Ventilating & Air Conditioning (R & A)	10,891.00
Plumbing (R & A)	<u>6,726.00</u>
Project Total	\$ 97,394.00

Since these bids were submitted July 31, 1974, good for 30 days only, it is important to act on these bids as soon as possible to avoid price escalation.

Sincerely yours,

GRINSFELDER-McARDLE ASSOCIATES, INC.



E. Gerald McArdle

EGMCA/dy

DIGEST SHEET

TITLE OF ORDINANCE: _____

S-74-09-21DEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Contracts for remodeling Water Construction Building
on Wallace Street as follows:General Construction - Lauer Construction Company \$71,192.00Electrical Construction - R&A Electric 8,585.00Plumbing, Heating, Ventilating & Air Conditioning-R & A Plumbing 17,618.00\$97,395.00"See Prior Approval Letter Attached"

EFFECT OF PASSAGE: _____

EFFECT OF NON-PASSAGE: _____

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

ASSIGNED TO COMMITTEE (J.N.): Board of Works